

## DEMOLITION MANAGEMENT & SALVAGE PURCHASE AGREEMENT

The following is a Demolition Management & Salvage Purchase Agreement ("**Agreement**") by TD Development, LLC ("**Owner**"), and B&B Recycling ("**Buyer**"), who are sometimes referred to individually as "**Party**" or collectively as "**Parties**" and whose addresses are written below.

TD Development, LLC.  
Attn: Todd Clifford  
720 Eagle View CT  
Mason, OH 45040

and

B & B Recycling  
105 W. Birmingham Place  
Broken Arrow, OK 74011

**Effective Date:** The Effective Date of this Agreement is the latest date signed on the signature page below.

### RECITALS

A. Owner is the current owner of the land (defined below) on which the contemplated structures to be removed are located. Owner has the rights and authority to enter into this Agreement,

B. The Parties have agreed to the removal and sale of certain structures and fixtures personal property or improvements, located on the Land, which Owner desires to have demolished, salvaged and removed from the Land (as more specifically described in **Section 2**, the "**Project**").

C. B&B Recycling desires to manage the Project and purchase salvage including the provision of services required for planning, scheduling, coordinating and administering the Project.

D. Owner desires to Sell salvage rights to B&B Recycling and engage B&B Recycling to manage the Project pursuant to the terms and conditions of this Agreement.

### WITNESSETH

In consideration of the covenants herein contained, Owner and B&B Recycling agree as follows:

1. **Certain Definitions.** As used in this Agreement, the terms below have the following meanings:

(a) **"Agreement Documents"** means all plans, specifications, schedules, change orders, exhibits and addenda to which the Project is the subject.

(b) **"Hazardous Substance"** means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in, or otherwise regulated by any Environmental Law.

(d) **"Land"** means that certain real property located at **68 Church Street Canajoharie New York, 13317.**

(e) **"Project Schedule"** means the projected schedule describing the order and timing for completion of the Project.

(f) **"Salvage"** means all buildings, structures, fixtures and other improvements above any concrete foundations on the Land, and any other materials whatsoever located above grade level on the Land East of the Canajoharie Creek including all bridges.

2. **The Project.** The Project consists of the demolishing and recycling the Salvage located on the Land which includes all labor, equipment, materials, technology, utilities, mobilization, (unless otherwise provided), licenses, loading, unloading, storage, construction, and demolition equipment and machinery, water, heat and services required for, or incidental to demolishing, dismantling, shipping, transporting, removing, sorting, salvaging, stockpiling, disposing, cleanup, abatement and disposal (if applicable) all in accordance with the Agreement Documents and as more particularly described in **Exhibit A** to this Agreement ("**Project**").

3. **Structures to Demolish:** Parties agree that all buildings, bridges, and free standing structures East of the Canajoharie Creek will be demolished pursuant to this agreement.

4. **B&B Recyclings Services.** In connection with the Project, B&B Recycling, shall provide demolition services which includes the services more particularly described in **Exhibit A** to this Agreement (collectively, the "**Services**"). B&B Recycling will also purchase the salvage rights.

5. **TD Development Obligations.** In connection with the Project contemplated herein, TD Development shall provide those services and items set forth in this Section 5:

- a. Obtain the required demolition permit.
- b. Provide any third party consultant surveys relating to asbestos.
- c. Hepavac floors in all warehouses where asbestos piping has already been removed and obtain approval from New York Department of Labor.

- d. Provide B&B Recycling and its subcontractors and agents unabated access to the Land.
- e. Provide B&B Recycling ferrous and non ferrous salvage rights to all buildings East of Canajoharie Creek.

6. **TD Development LLC's Compensation.** In exchange for the Salvage Rights, TD Development, LLC shall receive \$150,000.00. A \$25,000 non-refundable deposit is to be paid upon execution of this contract. The balance of \$125,000 shall be paid within 7 days after execution. In addition, TD Development will receive \$100/metric ton of all steel in excess of 1,700 tons.

7. **Liens.** B&B Recycling. shall keep the Land free from mechanics and materialmen liens relating to the Project. In the event that B&B Recycling receives any notice, preliminary or otherwise, of a claim for a lien against any portion of the Land, B&B Recycling. shall provide written notice to Owner not more than five (5) calendar days after receipt of same.

8. **Environment, Safety and Health.** B&B Recycling and its subcontractors shall perform work on the Project in compliance with this Agreement, and all applicable federal, state and local codes, ordinances, statutes, rules and regulations, including Environmental Laws.

9. **Insurance.** B&B Recycling. and each of its subcontractors shall obtain at their sole cost, and maintain in full force and effect during the Term of this Agreement, the following insurance coverages, containing coverages, limits, terms and conditions acceptable to Owner and, as applicable, naming Owner and others requested by Owner as additional insureds: (a) Worker's compensation insurance in an amount required by statute; (b) employer's liability insurance; (c) commercial general liability insurance; (d) automobile liability insurance for owned, non-owned or hired vehicles; and (e) contractors' pollution liability or an equivalent named policy covering claims-made liability, completed operations exposures, third-party liability damages, property damage, legal defense costs, including attorney fees, expert witness fees, punitive damages, and court costs. Upon execution of this Agreement, B&B Recycling. shall provide to Owner certificates of coverage evidencing liability insurance in the amount of Two Million Dollars (\$2,000,000.00).

10. **Binding Effect.** The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

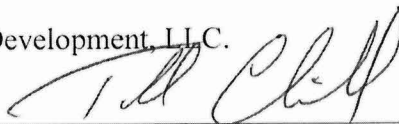
11. **Project Schedule.** B&B Recycling will have 9 months from the effective date of this Agreement to complete the demolition.

12. **Relationship of Parties.** The relationship between B&B Recycling and Owner is that of an independent contractor, and nothing in this Agreement shall be construed or deemed as creating any other relationship. Without limiting the foregoing, the relationship between B&B Recycling and Owner shall not be deemed to be that of a joint venture or partnership. Nothing in this Agreement shall give either Party the right to represent the other Party legally or to undertake any obligation in the other Party's name or for the other Party, and each Party shall

always act in its own name and for its own account. Each Party's obligations hereunder shall be limited to that Party and shall not extend to any third party.

TD Development, LLC.

By:



Todd Clifford, Managing Member

Date:

10/1/14

B&B Recycling.

By:

Date:

T.C.

**EXHIBIT A**  
**PROJECT DESCRIPTION**

- A. B&B Recycling will provide the demolition services for the Project which shall include:
1. Demolition and removal of all identified buildings, excluding the concrete foundations.
  2. Demolition and removal of all identified structures, excluding the concrete foundations.
  3. Demolition and removal of all identified site improvements, excluding the concrete foundations, parking lots or concrete-surfaced loading areas.
  4. Any non-category I, non-hazardous construction debris (i.e. cement block, brick etc) may remain on the site and used for grading.
  5. All docks, loading areas or other drop offs shall be back filled at a 2:1 slope using crushed block from demolition.
- B. Pre-demolition requirements Prior to commencement of demolition:
1. Survey existing conditions and correlate with requirements indicated to determine extent of demolition and recycling required.
  2. Survey the condition of all buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
- C. Requirements during demolition:
1. Demolish buildings completely down to their concrete foundations, using methods required to complete the Project within limitations of governing regulations.
  2. Conduct demolition operations and remove materials to ensure minimum interference with roads, streets, walks, and other adjacent occupied and utilized facilities.
  3. Not close or obstruct streets, walks, or other adjacent occupied or utilized facilities without permission from authorities having jurisdiction.
  4. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain.

5. Ensure safe passage of people around demolition area through such measures as erecting temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
6. Comply with hauling and disposal regulations of authorities having jurisdiction.
7. Use only a permitted waste hauler. To confirm valid permitted status of waste haulers, contact the state or local waste management agency.
8. Comply with federal, state and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment and noise pollution.
9. Upon completion of the Project, remove indications of temporary construction facilities, such as haul roads, work areas, structures, stockpiles or waste areas. areas and to the extent possible and reasonable, cause the area where non-hazardous materials are buried to be leveled to/with the surrounding land or concrete.
10. Comply with applicable regulations concerning the direct or indirect discharge of pollutants to underground and natural surface waters.
11. Prevent oily or other Hazardous Substance from entering the ground, drainage areas, or local bodies of water in violation of Environmental Law.
12. Where necessary, prevent creation of dust, air pollution and odors by use of temporary enclosures and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
13. Store volatile liquids, including fuels and solvents, in closed containers.
14. Perform demolition operations to minimize noise to comply with local ordinances.

TD Development, LLC.

By: \_\_\_\_\_  
Todd Clifford, Managing Member

Date: \_\_\_\_\_

B&B Recycling.

By:  \_\_\_\_\_

Date: 9-30-14